



DOCKET NO: 278274US6PCT

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

IN RE APPLICATION OF :
TOSHIO TAKESHITA, ET AL. : EXAMINER: NOT ASSIGNED
SERIAL NO: 10/550,535 :
FILED: SEPTEMBER 22, 2005 : GROUP ART UNIT:
FOR: BATTERY DEVICE AND :
ELECTRONIC APPARATUS :

PETITION TO MAKE SPECIAL UNDER MPEP §708.02(II)

COMMISSIONER FOR PATENTS
ALEXANDRIA, VIRGINIA 22313

SIR:

I. Basis for the Petition

Pursuant to MPEP §708.02(II) (8th ed. Rev. 2005), Applicants hereby petition for a special status for this Application.

II. Requirements for Granting Special Status

MPEP §708.02(II) established five requirements for a grant of special status based on infringement. The following subsections show that each of these five requirements is satisfied in the above-identified case.

A. Submit Petition and Fee

This petition is accompanied by the fee set forth in 37 C.F.R. §1.17(h).

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130.00 OP

B. Allege that there is an Infringing Device on the Market

Applicants allege that the battery sold by Lenmar Enterprises, Inc. (hereinafter “Lenmar”) model number LISP70 is currently available in the United States, for example at Tweeter Home Entertainment Group. The enclosed affidavit (Appendix A) describes the conditions under which a Lenmar LISP70 battery was purchased in the United States of America. Pictures of the Lenmar LISP70 battery so purchased are included herewith as Appendix B, including labels for identifying the parts of the battery. A copy of the sales receipt for the purchase of the Lenmar LISP70 battery is enclosed herewith as Appendix C. The Lenmar LISP70 infringes at least Claim 1 of the present application, as detailed herebelow.

C. Allege that a Rigid Comparison of Allegedly Infringing Device with Claims has been made and Some of the Claims are Unquestionably Infringed

The undersigned alleges that Lenmar LISP70 unquestionably infringes at least Claim 1 of the present application, as described in the following table:

Claim 1 of the present application	Corresponding portion of the Lenmar LISP70 (Numbers refer to the labels on pictures enclosed in Appendix B)
A battery apparatus comprising:	
a case having a width, thickness and length;	Case 10 has a width 12, a thickness 14, and a length 16.
a battery cell housed in the inside of the case;	A battery cell is housed in case 10 as indicated by the battery’s label, indicating that the Lenmar LISP70 is a Lithium-ion battery.
a battery-side terminal disposed at a surface of the case and electrically connected to the battery cell;	Battery side terminal 20 is disposed at a surface of case 10, which upon information and belief, is electrically connected to the battery cell so that electrical current can flow to the terminal 20.
at least one locking piece on each side of the case and extending a distance in the width direction from the case, each locking piece forming a locking recess between the locking piece and an overhanging surface of the case;	Locking piece 30 forms locking recess 32 between the locking piece and overhanging surface of the case 34.

and	
a strengthening projection located in each locking recess and extending from each respective locking piece to the overhanging surface of the case, each strengthening projection extending from the case in the width direction a shorter distance than the distance the respective locking piece extends from the case in the width direction,	Strengthening projection 40 is located in locking recess 32 and extends from locking piece 30 to overhanging surface of the case 34. Strengthening projection 40 extends from the case in the width direction a shorter distance than the distance locking piece 30 extends from the case in the width direction.
wherein a bottom surface positioned on one side of the case in a thickness direction is aligned with an attachment surface of a battery attachment section of an electronic device to attach the battery apparatus by sliding the case along the length direction thereof, and the battery-side terminal comes in contact with an attachment section-side terminal of the battery attachment section.	Bottom surface 50 is positioned on a side of the case 10 in a thickness direction. When attaching the battery to an electronic device, bottom surface 50 is aligned with an attachment surface of a battery attachment section of the electronic device to attach the battery by sliding the case 10 along the length direction, and the terminal 20 comes in contact with an attachment section-side terminal of the battery attachment section.

D. A Careful and Thorough Search of Prior Art has been Made

Applicants commissioned a careful and through search in regards to the claims included in the Preliminary Amendment filed herewith. The references found in this search are listed in the Information Disclosure Statement filed herewith.

E. Submit a Copy of the Most Relevant References

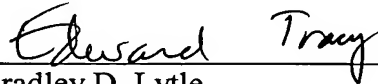
As noted above, the references found in the careful and through search are made of record in the Information Disclosure Statement filed herewith. A copy of each of these references is also provided herewith.

III. Conclusion

This petition to make special meets all the requirements of MPEP §708.02(II), and therefore, should be granted. Accordingly, Applicants respectfully request that this Application be advanced out of turn for examination, and that the assigned Examiner, pursuant to the suggestions of MPEP §708.02(II), contact the undersigned to schedule an interview for advancing the prosecution of this case.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,
MAIER & NEUSTADT, P.C.



Bradley D. Lytle
Attorney of Record
Registration No. 40,073

Customer Number

22850

Tel: (703) 413-3000
Fax: (703) 413 -2220
(OSMMN 06/04)

Edward Tracy
Registration No. 47,998



U.S. Serial No. 10/550,535
Petition to Make Special
APPENDIX A

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IN THE UNITED STATES PATENT & TRADEMARK OFFICE

IN RE APPLICATION OF :
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DECLARATION

COMMISSIONER FOR PATENTS
ALEXANDRIA, VIRGINIA 22313

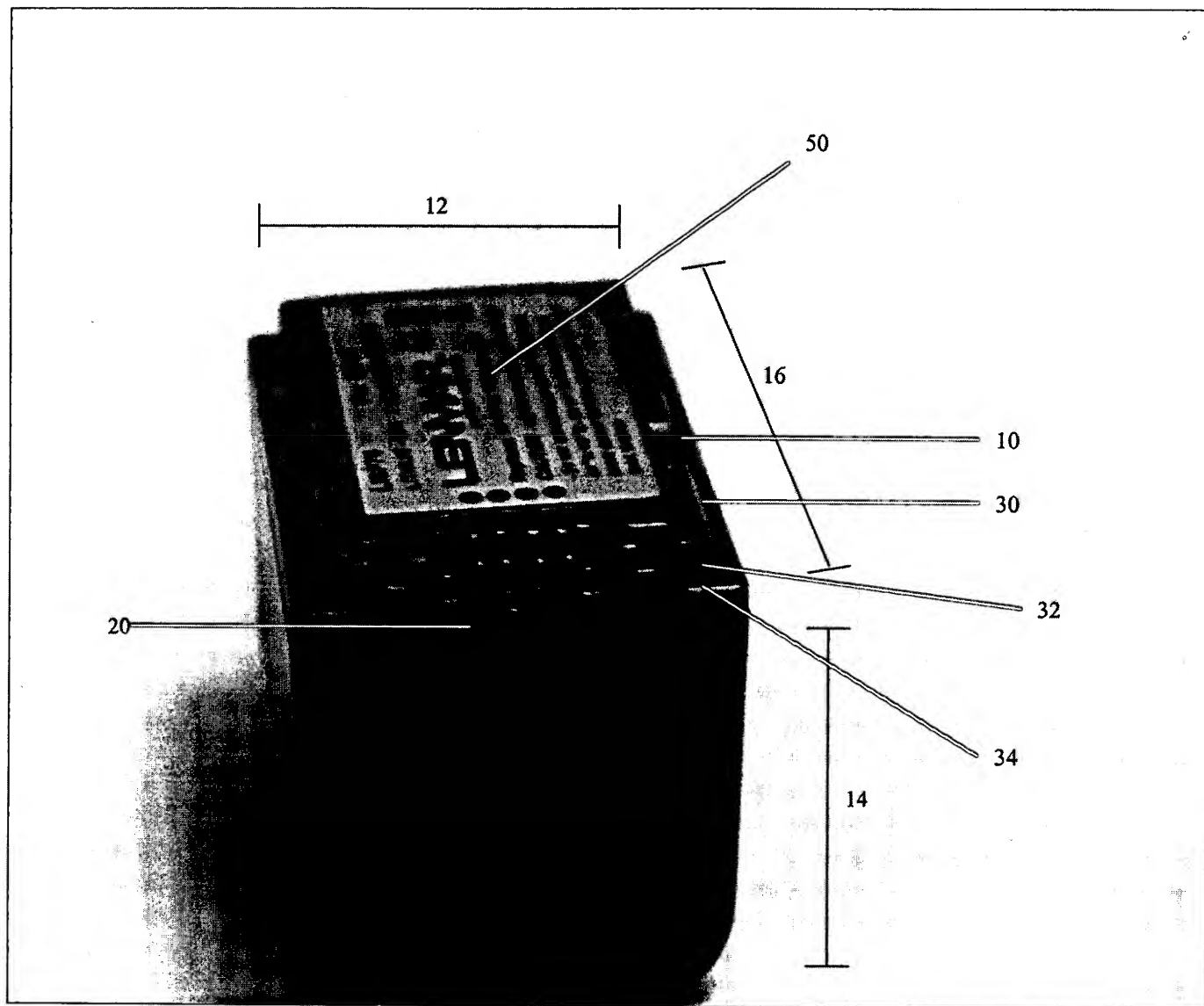
SIR:

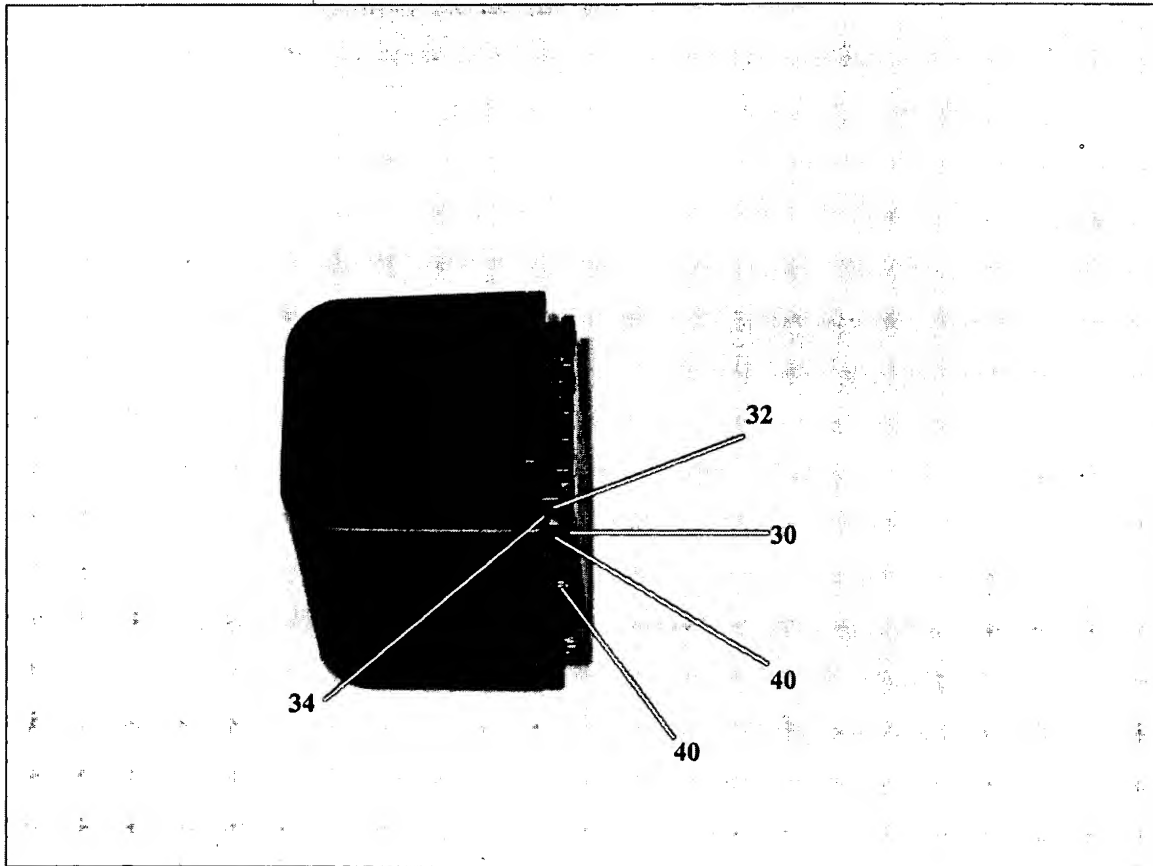
Now comes Edward Tracy, Jr., who deposes and states that:

1. I purchased a Lenmar Enterprises, Inc. LISP70 battery at Tweeter Home Entertainment Group at 7:16 PM on January 24, 2006.
2. Tweeter Home Entertainment Group is located at 10890 Lee Highway, Fairfax, Virginia 22030 in the United States of America.
3. Pictures of this LISP70 battery are enclosed herewith as Appendix B.
4. A copy of the sales receipt is included herewith as Appendix C.
5. I declare further that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.
6. Further Declarant saith not.

Edward Tracy Jr.
Edward Tracy, Jr.

April 17, 2006
Date





U.S. Serial No. 10/550,535
Petition to Make Special
APPENDIX C

Tweeter

HOME
ENTERTAINMENT
GROUP

K2S

FAIRFAX, VA - 0229
10890 LEE HIGHWAY

FAIRFAX, VA. 22030-0000
7032181766

DATE	01-24-06	TIME	19:16
INVOICE NUMBER	(0229) DV0PRA		

BILL TO
EDWARD TRACY

SHIP TO
EDWARD TRACY

7034132779

TAKE WITH
INVOICE - (0229) DV0PRA

ACCOUNT NUMBER	PURCHASE ORDER NUMBER	ORDER DATE	TERMS
		01-24-06	

ASSOCIATE NUMBER 11006 NAME DEKIN, PAUL
ASSOCIATE NUMBER NAME

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY ORDERED	QTY SHIPPED	BACKORDER	UNIT PRICE	AMOUNT
LISP70	LEN (D) BATTERY SRY DCRHC20/65/0	EA	1	1		52.20	52.20
						SALES AMOUNT	52.20
						SALES TAX	2.61
						SHIPPING & HANDLING	.00
						TOTAL	54.81

Save this invoice. This invoice must be presented for all returns, exchanges, and warranty service. Returned merchandise must be in new condition and include all packaging materials, accessories, and owner's manuals to avoid restocking charges. See reverse for terms & conditions. By signing this invoice, the cardholder agrees to pay per the terms of the Credit Card agreement.

I have been made aware of the Performance Guarantee and I have decided to limit my coverage to the Manufacturer's Warranties only.

Customer Initials